Windstream Communications, Inc. 4001 Rodney Parham Road Little Rock, AR 72212 t: 501-748-6655 f:501-748-6583 e-mail: Karen.L.Higgs@windstream.com

**Karen Higgs** Manager Tariffs



September 22, 2009

Mr. Charles Terreni Chief Clerk and Administrator South Carolina Public Service Commission 101 Executive Center Drive Columbia SC 29210

Dear Mr. Terreni:

Submitted for electronic filing with the Commission are revisions to the Windstream South Carolina, Inc. General Subscriber Services Tariff:

<u>Section</u>	<u>Subject</u>	<u>Revision</u>	<u>Page</u>
2	General Regulations	2 <sup>nd</sup>	Contents 2
2	General Regulations	1 <sup>st</sup>	15

The purpose of this filing is to add general regulations for application of service when funded completely or partially by the American Recovery and Reinvestment Act of 2009 ("ARRA").

The issue date of this filing is September 22, 2009 with a proposed effective date of October 7, 2009. Please call me at 501-748-6655 if you have any questions regarding this filing.

Sincerely,

Karen Higgs

# GENERAL SUBSCRIBER SERVICES TARIFF

WINDSTREAM SOUTH CAROLINA, INC.

Section 2 Second Revised Contents Page 2

EFFECTIVE: October 7, 2009

Cancels First Revised Contents Page 2

ISSUED: September 22, 2009

BY: Vice President

Little Rock, Arkansas

## S2. GENERAL REGULATIONS

## **CONTENTS**

			PAGE NO.	
	S2.3.17 S2.3.12	O Company Facilities at Hazardous or Inaccessible Locations 1 Work Performed Outside Regular Working Hours 2 Termination of Service 3 Vacation Rate Service	12 13 13 14	
		4 Ringer Limitations	1 <del>4</del> 15	
		5 American Recovery and Reinvestment Act	15	(N)
S2.4	PAYM	ENT ARRANGEMENTS AND CREDIT ALLOWANCES	16	
	S2.4.I	Advance Payments	16	
		Deposits	16	
		Payment for Service Allowance for Interruptions	18 19	
		Provision for Certain Local Taxes and Fees	19	
2.5	LIABIL	ITY OF THE COMPANY	20	
	2.5.I 2.5.2	Service Irregularities Use of Facilities of other Connecting	20	
		Carriers	20	
	2.5.3	Indemnifying Agreement	20	
	2.5.4	Errors in Telephone Directories	21	
	2.5.5	Period for the Presentation of Claims	21	
	2.5.6 2.5.7	Equipment in Explosive Atmosphere Defacement of Premises	22 22	
2.6	OBLIGATION OF THE COMPANY		23	
	2.6.1	Obligation to Furnish Service	23	
2.7	SPECI	AL PROMOTIONS	23	
	2.7.1	Regulations	23	
2.8	CONTRACT SERVICE ARRANGEMENTS		23	
2.9	SPECIAL SERVICE ARRANGEMENTS		23	

WINDSTREAM SOUTH CAROLINA, INC.

Section 2 First Revised Page 15 Cancels Original Page 15

ISSUED: September 22, 2009 EFFECTIVE: October 7, 2009

BY: Vice President Little Rock, Arkansas

S2. GENERAL REGULATIONS

#### S2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

S2.3.13 Suspension of Business and Residence Service (continued)

### S2.3.14 Ringer Limitations

- a. Except as provided herein, one ringer is provided for each station and such ringer is located at the station. If additional ringers are desired, or if the ringer is not located at the station, such ringers will be provided as specified for in Section 14 of this tariff. Where two ringers per main station cannot be furnished on a rural line with one or more extension stations, the ringer may be located away from a station without additional charge provided the ringer remains in the same building as the main station.
- b. The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual lines, and to one per main station in the case of rural lines.
- c. Ordinarily in connection with individual line and Centrex station line service, a ringer is permanently connected to the line. However, at the customer's request, a ringer cut-off may be provided at rates applicable in Section 14 of this Tariff.

### S2.3.15 American Recovery and Reinvestment Act

Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. The Company may be subject to some of these restrictions, requirements and reporting obligations when services and service components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), the Company must be apprised of them before provisioning the services or service components. Accordingly, the services and service components provided under this tariff shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of the Company and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide the Company with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which the Company specifically agrees in such separate writing) are found to be applicable, then the Company may, in its sole discretion, reject such order or immediately terminate the provision of any affected service or service component without further liability or obligation.

(N)

(N)